

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Agent Substitution		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE TORONTO-DOMINION BANK		01/12/2012	CHARTERED BANK: CANADA
RECEIVING PARTY DATA			
Name:	CPPIB CREDIT INVESTMENTS INC.		
Street Address:	1 Queen Street East		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5C 2W5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1343746	HOMETOWN	
Registration Number:	1419373	GLACIER	
Registration Number:	3452222	FROZEN DIAMONDS	
Registration Number:	3456523	"FROZEN DIAMONDS"	
Serial Number:	85056959	ICESURANCE	
CORRESPONDENCE DATA			
Fax Number:	(416)865-7380		
Phone:	416.865.8244		
Email:	efan@torys.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Torys LLP c/o Edward Fan		
Address Line 1:	79 Wellington Street West, P.O Box 270		
Address Line 2:	Suite 3000		
Address Line 4:	Toronto, CANADA M5K 1N2		

OP \$140.00 1343746

900213247

TRADEMARK
REEL: 004705 FRAME: 0986

ATTORNEY DOCKET NUMBER:	14451-2246
DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Edward Fan
Signature:	/Edward Fan/
Date:	01/27/2012
Total Attachments: 5 source=MCA Appointment Agreement#page1.tif source=MCA Appointment Agreement#page2.tif source=MCA Appointment Agreement#page3.tif source=MCA Appointment Agreement#page4.tif source=MCA Appointment Agreement#page5.tif	

MASTER COLLATERAL AGENT APPOINTMENT AGREEMENT

THIS MASTER COLLATERAL APPOINTMENT AGREEMENT

(the "Agreement") is made as of this 12th day of January, 2012

B E T W E E N:

CPIIB CREDIT INVESTMENTS INC.

(the "New Master Collateral Agent")

- and -

CPIIB CREDIT INVESTMENTS INC., in its capacity as the Senior Facility Agent

(the "Senior Facility Agent")

- and -

CPIIB CREDIT INVESTMENTS INC., in its capacity as the Subordinated Facility Agent

(the "Subordinated Facility Agent")

- and -

THE LENDERS TO THE SENIOR FACILITY LOAN AGREEMENT SET OUT ON THE SIGNATURE PAGES HEREOF

(the "Senior Facility Lenders")

- and -

THE LENDERS TO THE SUBORDINATED FACILITY LOAN AGREEMENT SET OUT ON THE SIGNATURE PAGES HEREOF

(the "Subordinated Facility Lenders")

RECITALS:

- A. Reference is made to the Third Amended and Restated Intercreditor Agreement dated as of December 14, 2011 (the "Intercreditor") between, the Senior Facility Agent, the Subordinated Facility Agent and The Toronto-Dominion Bank (the "Retiring Master Collateral Agent"), as master collateral agent .
- B. Pursuant to the terms of the Intercreditor, the Retiring Master Collateral Agent has been appointed as Master Collateral Agent on behalf of the Benefitted Creditors.

- C. Pursuant to an resignation notice dated December 14, 2011, the Retiring Master Collateral Agent has resigned from its position as Master Collateral Agent, with such resignation being effective on the earlier of (i) sixty (60) days from the date of such resignation and (ii) the date of acceptance of appointment of a successor Master Collateral Agent.
- D. Pursuant to Section 3(g) of the Intercreditor, the Senior Facility Agent and the Subordinated Facility Agreement desire to appoint the New Master Collateral Agent as the successor to the Retiring Master Collateral Agent as Master Collateral Agent, and the New Master Collateral Agent is willing to accept such appointment and to perform all appropriate duties in such capacity as required under the Intercreditor and the Benefitted Documents.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Defined Terms

All terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Intercreditor.

2. Appointment of Successor Master Collateral Agent

Effective on the date hereof, each Senior Facility Lender hereby authorizes the Senior Facility Agent and each Subordinated Facility Lender hereby authorized the Subordinated Facility Agent to jointly appoint the New Master Collateral Agent as Master Collateral Agent under the Intercreditor and authorizes the New Master Collateral Agent to take such actions as agent on its behalf and to exercise such powers under the Intercreditor and the Benefitted Documents as are delegated to the Master Collateral Agent by the Lenders by the terms of the Intercreditor and the Benefitted Documents, together with such powers as are reasonably incidental thereto. The New Master Collateral Agent hereby succeeds to and is vested with all of the rights, powers, privileges, duties and obligations of the Master Collateral Agent under the Intercreditor and the Benefitted Documents without further act, deed or conveyance. The New Master Collateral Agent shall be substituted for the Retiring Master Collateral Agent under the Intercreditor and the other Benefitted Documents and shall be the "Master Collateral Agent" as defined in the Intercreditor.

3. Disclaimer of Liability

The New Master Collateral Agent shall have no liability or responsibility for any actions taken or omissions by the Retiring Master Collateral Agent arising prior to the date hereof in connection with the Retiring Master Collateral Agent's performance of its respective duties as Master Collateral Agent under the Intercreditor or other Benefitted Documents.

4. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein.

5. Miscellaneous

- (a) This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

(b) This Agreement shall be executed in any number of counterparts, each of which when executed and delivered is an original and all of which when taken together constitute one and the same instrument.

(c) The parties acknowledge that this Agreement may be executed and delivered by facsimile transmission or by email in 'pdf' format and that the parties may rely on all such facsimile and 'pdf' format signatures as though such facsimile and 'pdf' format signatures were originals.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

Jim Fasano
Authorized Signatory

CPPIB CREDIT INVESTMENTS INC.,
as New Master Collateral Agent

Per:


(Authorized Signing Officer)

Jim Fasano
Authorized Signatory

CPPIB CREDIT INVESTMENTS INC.,
as Senior Facility Agent

Per:


(Authorized Signing Officer)

Jim Fasano
Authorized Signatory

CPPIB CREDIT INVESTMENTS INC.,
as Subordinated Facility Agent

Per:


(Authorized Signing Officer)

Jim Fasano
Authorized Signatory

CPPIB CREDIT INVESTMENTS INC.,
as Senior Facility Lender

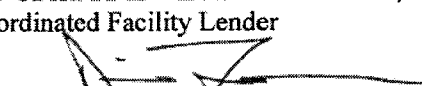
Per:


(Authorized Signing Officer)

Jim Fasano
Authorized Signatory

CPPIB CREDIT INVESTMENTS INC.,
as Subordinated Facility Lender

Per:


(Authorized Signing Officer)

WEST FACE CAPITAL INC. in its capacity as
advisor for **WEST FACE LONG TERM
OPPORTUNITIES LIMITED PARTNERSHIP,**
as Senior Facility Lender

Per: _____

(Authorized Signing Officer)

WEST FACE CAPITAL INC. in its capacity as
advisor for **WEST FACE LONG TERM
OPPORTUNITIES (U.S.A.) LIMITED
PARTNERSHIP,**
as Senior Facility Lender

Per: _____

(Authorized Signing Officer)

WEST FACE CAPITAL INC. in its capacity as
advisor for **WEST FACE LONG TERM
OPPORTUNITIES LIMITED PARTNERSHIP,**
as Subordinated Facility Lender

Per: _____

(Authorized Signing Officer)

WEST FACE CAPITAL INC. in its capacity as
advisor for **WEST FACE LONG TERM
OPPORTUNITIES MASTER FUND L.P.,**
as Subordinated Facility Lender

Per: _____

(Authorized Signing Officer)

WEST FACE CAPITAL INC. in its capacity as
advisor for **WEST FACE LONG TERM
OPPORTUNITIES GLOBAL MASTER L.P.,**
as Subordinated Facility Lender

Per: _____

(Authorized Signing Officer)